

Teligent Services, Inc.

Long Distance

Teligent, Inc.

8065 Leesburg Pike, Suite 400
Vienna, Virginia 22182
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June 14, 2000

Helon Helpon, Secretary
Kentucky Public Service Commission
730 Schenkel Lane
Frankfurt, Kentucky 40602

Re: Teligent Services, Inc. ("Teligent")
Promotional Offering for Interexchange Services

Dear Ms. Helpon:

5135600

Enclosed herewith, please find an original and four (4) copies of "Teligent TRY Promotion" offering. Teligent respectfully requests an effective date of June 19, 2000. The promotion is intended to be effective until October 30, 2000.

We ask that the additional copy of this filing date-stamped and returned in the enclosed envelope. Should you have any questions, please do not hesitate to call me directly at (703) 288-5631.

Sincerely,

Lori Wheeler
Tariff Analyst
Law and Regulatory

Enclosures

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JUN 14 2000

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JUN 15 2000

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 19 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Teligent Services, Inc.
Teligent TRY LD Promotion
Filed: June 15, 2000
Effective: June 19, 2000
Expires: October 30, 2000

Teligent TRY LD Promotion

Offering – A Customer that purchases Teligent's long distance services, offered pursuant to its applicable tariffs will be entitled to the promotional rates contained herein for the length of the term commitment.

Conditions – In order to receive the promotional rates contained herein the following conditions must be met:

1. Customer must be located in Kentucky and contacted via our Outbound Telemarketing Channel.
2. Customer cannot be an existing Teligent local service customer.

Restrictions – The following restrictions apply to this promotional offering:

1. The Customer must submit a Service Application for service between June 19, 2000 and October 30, 2000.

Promotional Rates (All commitment and term levels) – Per Minute Usage Charge

Switched Service	
Outbound	
Without Teligent Local Service	\$0.079

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 19 2000

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO BUSINESS CUSTOMERS FOR
INTRASTATE INTEREXCHANGE
TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 07 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: June 6, 2000

Issued By:
Terri B. Natoli
Vice President - Law & Regulatory
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, VA 22182

Effective: June 7, 2000

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

The Title Page and pages 1 through 41, inclusive of this Tariff are effective as of the date shown.

<u>Title</u>	<u>Original</u>
1	First Revised*
2	First Revised*
3	Original
4	First Revised
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	First Revised
15	First Revised
16	First Revised
16.1	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original

*Denotes new page or revision pursuant to this transmittal

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

MAY 31 2002

**PURSUANT TO 807 KAR 5.011.
SECTION 9 (1)**

**BY Stenhard Bell
SECRETARY OF THE COMMISSION**

Issued: May 30, 2002

Issued By:
Terri B. Natoli
V.P., Regulatory Affairs and Public Policy
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, VA 22182

Effective: May 31, 2002

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

The Title Page and pages 1 through 41, inclusive of this Tariff are effective as of the date shown.

<u>Page</u>	<u>Revision</u>
24	Original
25	First Revised
25.1	Original
26	Original
27	Original
28	Original
28.1	Original
29	Original
30	Original
31	First Revised *
32	Original
33	Second Revised
34	First Revised
34.1	Original
34.2	Original
35	First Revised
36	First Revised
36.1	Original
37	Original
38	Original
39	Original
40	Original
41	Original

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**BY Terri B. Natoli
SECRETARY OF THE COMMISSION**

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on the some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

E. Explanation of Symbols

C	-	to signify changed regulation
D	-	to signify discontinued rate or regulation
I	-	to signify a rate increase
M	-	to signify matter relocated without change
N	-	to signify a new rate or regulation
R	-	to signify a rate reduction
S	-	to signify a reissued matter
T	-	to signify a change in text but no change in rate or regulation
Z	-	to signify a correction

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SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

1.0 APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to the provision of Intrastate Interexchange Telecommunications Service by Teligent Services, Inc. (hereinafter referred to as "Teligent" or "Carrier"). These services are furnished between points within the State of Kentucky. Service is furnished subject to transmission, atmospheric and like conditions.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2.0 DEFINITIONS

Access Arrangement - Any equipment or access facility necessary to connect the Customer's voice/data/video equipment to a Teligent Point-of-Presence for transmission purposes.

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Application for Service - The Teligent order process that includes technical, billing and other descriptive information provided by the Customer that allows Teligent to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by Teligent, the Application for Service becomes a binding contract between the Customer and Teligent for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Customer to access Teligent's network and enables Teligent to identify the Customer's use for proper billing.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

Automatic Number Identification (ANI) - The calling telephone number identification that is forwarded to Teligent's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when Feature Group B direct or Feature Group D interconnections are used to gain access to Teligent's telecommunications Service.

Bandwidth - The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition the Customer may specify where the invoices are to be sent and who is to receive them. The Customer can select the data format for their invoice and call detail, microfiche or magnetic tape.

Bit - An abbreviation of binary digit that is the smallest unit of information in a binary notation system.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2.0 DEFINITIONS
(Continued)

Called Station - The terminating point of a call (*i.e.*, the called number).

Calling Station - The originating point of a call (*i.e.*, the calling number).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier Identification Code (CIC) - A number assigned to any entity purchasing Feature Group B and/or D services. These codes are used with Feature Group B access as 950-XCIC, where X equals any digit 0 to 9 and CIC equals Carrier Identification Code, and casual calling with 10CIC.

Central Office - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose offering local telephone service and to connect with interexchange carriers.

Channel or Circuit - A path for electrical or radio frequency transmission between two or more points having a bandwidth and termination of the Customer's own choosing.

Commission - Kentucky Public Service Commission.

Contiguous United States - The area consisting of 48 states and the District of Columbia that share common borders, as well as the offshore areas outside the boundaries of the coastal states to the extent that such areas pertain to and are subject to the jurisdiction and control of the United States within the meaning of the Outer Continental Shelf Land Act, 43 U.S.C Section 1331, *et. seq.*

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff.

Customer-Provided Equipment - Telecommunications equipment provided by a Customer used to originate calls using the Teligent's Service located at the originating location.

Dedicated Access Line (DAL) - A dedicated communications channel that terminates on a general access port provided by Teligent and has the capacity of a voice grade circuit.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2.0 DEFINITIONS
(Continued)

Dialed Number Identification Service (DNIS) designates the digits to be outpulsed for each toll free number terminating to a dedicated access facility. DNIS allows a Customer to receive calls to multiple toll free numbers on the same dedicated access facility.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

Direct Dialed Call - A call requiring no operator assistance.

Entrance Facility - The physical circuit arrangement that connects an Entrance Site to a Teligent Point-of-Presence.

Entrance Site - A location of Teligent's transmission facilities from which Services can be provided for a Customer to any other Entrance Site or Point-of-Presence.

Exchange Area - A geographically defined area wherein a local exchange company provides service using one or more central offices.

Exemption Certification is a written notification provided by the Customer certifying that Customer's dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Teligent's Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Teligent Services.

Hierarchy - See Billing Hierarchy.

Incomplete Call - Any call where voice transmission between the calling and the called station is not established (*i.e.*, busy, no answer, etc.).

Integrated Services Digital Network (ISDN) - A dedicated or switched (where available) originating and terminating service providing end-to-end digital connection for the simultaneous transmission of voice, data, video, imaging, fax and other communications services over multiple channels which have been combined to provide a single transmission path.

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2.0 DEFINITIONS
(Continued)

Invoice Point - A level in the billing hierarchy at which accounts are grouped together (aggregated) for the purpose of billing the Customer.

Kilo Bits Per Second (Kbps) - The number of one-thousand bits transmitted in a one second interval.

Local Access Facility - The channel provided by the local telephone company (or other local service provider) to connect the Point-of-Presence to a Customer location.

Local Exchange Company (LEC) - A company which furnishes local exchange telephone services.

Location - A physical premises to or from which Teligent provides Service. In instances where a Customer obtains Service from Teligent at multiple locations, each of these locations will be designated as either "associated" or "non-associated." An "associated" location is a location that a Customer owns or leases, or that is occupied by a business enterprise in which the Customer has an equity interest of twenty (20) percent or more or which is occupied by a franchisee of the Customer. All locations other than "associated" locations will be considered "non-associated."

Mega Bits Per Second (Mbps) - The number of one-million bits transmitted in a one second interval.

Minimum Annual or Monthly Commitment (MAC or MMC) - The amount of Service that the Customer commits to purchase during each year or each month of a promotional offering. The Customer's MAC/MMC includes charges for all Services identified in the Customer's agreement as contributory, after all applicable discounts. The MAC/MMC does not include non-usage charges, such as taxes, interest, surcharges, access facilities charges and other charges associated with access, fixed recurring charges, installation charges, and other non-recurring charges. If the Customer fails to satisfy the MAC/MCC, the Customer shall pay to Teligent, in addition to all other charges, the difference between the MAC/MCC and the Customer's actual charges for such Services for each year or month in which the Customer does not achieve the MAC/MCC.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Non-Contiguous United States - Alaska, Hawaii, Puerto Rico and U.S. Virgin Islands.

Normal Work Hours - The time after 8:00 AM and before 5:00 PM Monday through Friday excluding Carrier-observed Holidays.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2.0 DEFINITIONS
(Continued)

North American Dial Plan (NADP) - The method of identifying calls in the public network of North America, called World Numbering Zone 1. The calls are identified by their NPA (area code) - NXX (exchange) - XXXX (station number) format.

NPA - An area code, otherwise called numbering plan area.

Off-Network Access Line (Off-Net) - A facility leased by Teligent and used in common by Customers to enter or exit the Teligent system. Off-Net is also known as switched Service.

On-Network Access Line (On-Net) - A facility that connects a Customer location directly to the Teligent network for entrance or exit. On-Net is also known as dedicated Service.

Permanent Virtual Circuit ("PVC") - A virtual point-to-point (non-switched) logical link between two specific end-points over which packetized (frames) data can be transmitted according to defined service characteristics.

Point of Presence - Teligent's physical presence where Teligent maintains intercity communications channels and local distribution facilities for the purpose of providing its Services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.)

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

RF - Radio Frequency.

Regular Billing - A standard bill sent in the normal monthly Teligent billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Resp Org (Responsible Organization) - The entity responsible for managing and administering Customers' toll free records in the 800 Service Management System (SMS/800). The SMS/800 recognizes one Resp Org for each toll free number.

Services - Teligent's offerings, such as Outbound Service, Toll-Free Service, Calling Card Service, and Directory Assistance.

800 Service Management System (SMS/800) - The centralized operations support system used to create and update toll free records that are then downloaded to Service Control Points ("SCPs") for processing toll free service calls. The system is used by Resp Org to manage and administer toll free records.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2.0 DEFINITIONS
(Continued)

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

Timely Payment - A payment on a Customer's account made on or before the due date.

T-1 - A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

Underlying Carrier - A provider of interstate telecommunications services from whom Teligent acquires services that it resells to Customers.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS3.1 Undertaking of the Company

- 3.1.1 Teligent provides intrastate interexchange telecommunications Services through its facilities and the resale of services, including private line services, of other authorized carriers to Customers for the transmission of voice, data and facsimile, and other special service on a switched or dedicated basis. All Services are to be provided in accordance with the terms and conditions set forth in this Tariff.
- 3.1.2 Teligent installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Teligent network. The Customer shall be responsible for all charges due for such service arrangements.
- 3.1.3 Teligent's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 3.1.4 At the Customer's request, Teligent will perform the function of Resp. Org. (Responsible Organization), which includes (1) search for and reservation of toll free numbers in the SMS/800; (2) creating and maintaining the toll free number Customers record in the SMS/800; and (3) provision of a single point of contact for trouble reporting. LEC notification to Teligent of a Resp. Org. Change from Teligent to another carrier may serve Teligent as notification to cancel the toll free service account. It is the responsibility of Teligent to confirm that all traffic has transferred to the gaining Resp. Org. to ensure the Customer does not lose toll free service.

3.2 Limitations

- 3.2.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Teligent to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Teligent will make all reasonable efforts to secure the necessary facilities.
- 3.2.2 Teligent reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Teligent, when necessary because of lack of facilities, relevant resources, or due to causes beyond Teligent's control. In addition, Teligent reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS

(Continued)

3.2 Limitations (Continued)

3.2.3 Teligent does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

3.2.4 Teligent reserves the right to refuse service to Customers due to insufficient or invalid charging information.

3.3 Use of Service

3.3.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Commission.

3.3.2 Services provided under this Tariff shall not be used for actual or threatened or unlawful purposes. In addition, service will not be furnished if any law enforcement agency, acting within its jurisdiction, advised that such services are being used in violation of the law.

3.4 Liabilities of Teligent

3.4.1 Teligent's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the installation, provision, termination, maintenance, repair or restoration occurring in the course of furnishing service, channels or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does Teligent's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.

3.4.2 When the facilities of other carriers are used in establishing connections to points not reached by Teligent's facilities, Teligent is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Teligent from any third-party claims for such damages referred to in Section 2.4.1.

3.4.3 In no event will Teligent be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Teligent will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by any other party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS
(Continued)

3.2 Limitations (Continued)

- 3.2.3 Teligent does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 3.2.4 Teligent reserves the right to refuse service to Customers due to insufficient or invalid charging information.

3.3 Use of Service

- 3.3.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Commission.
- 3.3.2 Services provided under this Tariff shall not be used for actual or threatened or unlawful purposes. In addition, service will not be furnished if any law enforcement agency, acting within its jurisdiction, advised that such services are being used in violation of the law.

3.4 Liabilities of Teligent

- 3.4.1. Except in cases where Teligent's willful misconduct or gross negligence is established as a result of a judicial or administrative proceeding, Teligent's liability, if any, to Customer or any other person, firm or entity for any damages, including without limitation, direct, indirect, consequential, special, incidental, actual, exemplary, reliance, punitive damages, lost profits, or any other damages, arising out of events, mistakes, omissions, interruptions, delays, errors, failures, or defects prior to the activation of service shall not exceed an amount equal to the applicable installation charge, if any. No other liability shall attach to Teligent and Customer shall have no other rights or remedies.
- 3.4.2. Teligent's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, failures or defects in the installation, provision, transfer, termination, maintenance, repair or restoration occurring in the course of furnishing service, channels, or other facilities or services shall commence upon activation of service. Except in cases where Teligent's willful misconduct or gross negligence is established as a result of a judicial or administrative proceeding, Teligent's liability, if any, to Customer or to any other person, firm or entity shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. No other liability shall attach to Teligent and Customer shall have no other rights or remedies.

PUBLIC SERVICE COMMISSION
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EFFECTIVE

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Issued: September 15, 2000

Issued By:
Terri B. Natoli
Vice President - Law & Regulatory
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PURSUANT TO 807 KAR 5.011,
Effective: September 18, 2000,
SECTION 9 (1)
BY: Stephan O. Bue
SECRETARY OF THE COMMISSION

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS

(Continued)

3.4 Liabilities of Teligent (Continued)

- 3.4.3. Teligent shall not be liable for any claims for loss or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by any other party; (iii) any act or omission of any other party; or (iv) equipment, facility or service furnished by a third party; (v) any intentional, wrongful act of an employee when such act is not within the scope of the employee's responsibilities for Teligent and/or is not authorized by Teligent; and (vi) any representations made by employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- 3.4.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TELIGENT, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE OR SPECIAL DAMAGES OR LOST PROFITS FOR ANY REASON WHATSOEVER SUFFERED IN CONNECTION WITH, ARISING OUT OF, OR RELATED TO EVENTS ACTS, RIGHTS, PRIVILEGES OR SERVICES CONTEMPLATED IN THIS TARIFF OR A SERVICE OUTAGE, INSTALLATION, ACTIVATION, TERMINATION, DELAY, OR TRANSFER, WHETHER A CLAIM FOR SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, MISREPRESENTATION, FRAUD, OR ANY OTHER THEORY OR CAUSE OF ACTION AND REGARDLESS OF WHETHER TELIGENT HAD BEEN ADVISED OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES.
- 3.4.5. When the facilities of other carriers are used in establishing connections, Teligent shall not be liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Teligent from any third-party claims for such damages.
- 3.4.6. Teligent does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Teligent harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS

(Continued)

3.4 Liabilities of Teligent (Continued)

- 3.4.7. Teligent is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus and associated wiring furnished by Teligent on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Teligent negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Teligent without written authorization. The Customer will indemnify and save harmless Teligent from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 3.4.8. Teligent and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party. With respect to the services, materials and equipment provided hereunder, Teligent hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 3.4.9. Teligent is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Teligent network. Teligent may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, Teligent does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities. In no event shall Teligent be liable for protection of Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure or information through accident, fraudulent means or devices or any other method.
- 3.4.10. Teligent shall not be liable for the interception or breach in privacy or security of any service or communication provided under this Tariff or over Teligent's facilities.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

2.4.11. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Teligent facility that provides interconnection. Teligent shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

2.4.12. Teligent will not be responsible if any changes in its service cause hardware or software not provided by Teligent to become obsolete, require modification or alteration, or otherwise affect the performance of such hardware or software.

3.5 Responsibilities of the Customer

3.5.1 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment or communications systems with Teligent's facilities or services. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection.

Material relocated from Original Page 16.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS

(Continued)

3.5 Responsibilities of the Customer3.5.5 (Continued)

3.5.5.B Reimbursing Teligent for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.

3.5.5.C Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer leased or owned telephonic equipment unless Teligent specifically authorizes said visit or repairs in advance of the occurrence and Teligent agrees in advance to accept the liability for said repairs or visit.

3.5.5.D Payment for all Teligent service charges incurred through usage or direct action on the part of the Customer.

3.5.6 The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Teligent's services. If the verification (i.e., a letter of authorization) cannot be produced within 5 (five) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.

3.5.7 The Customer shall not use the Teligent name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Teligent. The Customer shall not use the Teligent name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Teligent's name or trademark on any of the Customer's products or services.

3.5.8 In instances where Teligent is connecting its service to the Customer's own Customer-provided communications system or equipment or to any service or equipment provided by others, the Teligent Customer must ensure that the equipment or system must provide answer supervision upon the delivery of the call to the switching equipment or to the equipment connected to the communications system. When service is directly connected to a communications system at a Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premise equipment on that communications system, such as but not limited to when a call is (1) answered by a local station; (2) answered by an attendant; (3) routed to a recorded announcement; or (4) routed elsewhere by the switching system.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS
(Continued)3.5 Responsibilities of the Customer (Continued)

- 3.5.9 The software used to provide Teligent's services is proprietary and Customer shall protect such software.
- 3.5.10 Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Teligent. Teligent may assign any service orders to its parent company or any affiliate. Teligent will notify Customers of any such assignment.
- 3.5.11 Except for the gross negligence or willful misconduct of the premises or property owner, Customer shall not hold or seek to hold premises or property owner or wholly-owned subsidiary thereof liable for damages arising out of the provision of Teligent services.

3.6 Interruption of Service

- 3.6.1 Credit allowance for the interruption of service that is not due to Teligent's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Teligent immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Teligent's facilities.
- 3.6.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 3.6.3 The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours
 "B" - total monthly charge for affected facility

- 3.6.4 If written notice of a dispute as to charges is not received by the Company within 30 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

3.7 Restoration of Service

- 3.7.1 The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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PURSUANT TO 807 KAR 5:011,
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 BY Stephan B. Bell
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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS

(Continued)

3.8 Application for Service

- 3.8.1 Applicants wishing to obtain service may apply for service orally with Teligent or pursuant to a completed and signed written service order.
- 3.8.2 An Application for Service may be changed by Customer upon written notice to Teligent, subject to acceptance and confirmation by Teligent, provided that a charge shall apply to any change when the request is received by Teligent after notification by Teligent of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lessor of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Teligent in accommodating each change, less net salvage. The costs incurred by Teligent will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 3.8.3 Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Teligent shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Teligent will include the direct and indirect costs of facilities specifically provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort. If Teligent should assume a termination liability or other obligation for an access facility, that liability or obligation shall be the responsibility of the Customer.

3.9 Deposits and Advance Payments

- 3.9.1 Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of Teligent may be required to make an advance payment or make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held. The deposit may be retained for as long as the financial condition/credit worthiness of the Customer is considered to be unsatisfactory by Teligent. If the deposit is not posted in compliance with the written notification of Teligent, service to the Customer may be discontinued without further notice.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS

(Continued)

3.9 Deposits and Advance Payments (Continued)

3.9.2 A deposit with interest pursuant to 3.9.2.D will be returned:

3.9.2.A When an Application for Service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned;

3.9.2.B Upon demonstration of a satisfactory credit payment history and a determination by Teligent that the financial condition/credit worthiness of the Customer is satisfactory; or

3.9.2.C Upon the discontinuance of service. Teligent will refund the Customer's deposit or the balance in excess of unpaid bills for that service. At the option of Teligent, such a deposit may be refunded or credited to the Customer at any time prior to the termination of the service.

3.9.2.D Interest in accordance with § 807 KAR 5:006, Section 7(6) shall be paid by Teligent on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier.

3.9.3 The fact that a deposit has been made in no way relieves the Customer from complying with the regulations with respect to deposits and the prompt payment of bills on presentation.

3.10 Taxes, Surcharges and Utility Fees

3.10.1 Customer is responsible for the payment of all state, local, and E911 taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff.

3.11 Customer Billing Inquiries

3.11.1 Any Customer who has a question regarding his/her telephone bill may contact Teligent at its toll free number, 1-800-689-9367 or at 8065 Leesburg Pike, Suite 400, Vienna, VA 22182.

3.12 Late Payment and Returned Check Charges

3.12.1 Teligent may assess interest charges based on the maximum lawful rate under applicable state law on all overdue balances. In addition, Teligent may assess up to a twenty-five dollar (\$25) charge, or the maximum permitted under applicable state law, whichever is lower, for each returned check.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS
(Continued)3.13 Payment of Charges

- 3.13.1 For billing of fixed charges, service is considered to be established upon the day in which Teligent notifies the Customer of installation and testing of the Customer's service.
- 3.13.2 Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.
- 3.13.3 Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.
- 3.13.4 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Teligent or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Customer payments are considered prompt when received by Teligent or its agent by the due date on the bill.
- 3.13.5 Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% -or the maximum permitted by law, whichever is lower - of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- 3.13.6 All disputed bills should be referred in the first instance to Teligent at 1-800-689-9367 or at 8065 Leesburg Pike, Suite 400, Vienna, VA 22182. In the event that Teligent does not resolve an issue to the Customer's satisfaction, the Customer may contact the Commission at:

Kentucky Public Service Commission
730 Schenkel Lane
P.O. Box 615
Frankfort, KY 40602

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS
(Continued)

3.14 Cancellation for Cause

3.14.1 Teligent, in accordance with § KAR 5:006, Section 14(1), by written notice to the Customer or applicant, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:

3.14.1.A Non-payment of any sum due to Teligent for service for more than 30 days beyond the date of rendition of the bill for such service. In the event Teligent terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or

3.14.1.B Non-payment of any sum due to Teligent for service for more than 30 days beyond rendition of the bill on any Teligent account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or

3.14.1.C A violation of or failure to comply with, any regulation governing the furnishing of service; or

3.14.1.D Teligent confirms that both a phone number and mailing address are no longer valid for the Customer; or

3.14.1.E Teligent is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

3.14.2 If service is terminated by Teligent for any cause set forth above and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.

3.14.3 Service may also be discontinued if the Customer fails to post the deposit required by the Tariff.

3.15 Disconnection of Service

3.15.1 By giving advance written notice, Customer may disconnect service at any time following its minimum service requirement(s).

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BY: Sharon R. Byrd
JUN 12 2000
SECRETARY OF THE COMMISSION

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

3.0 RULES AND REGULATIONS

(Continued)

3.15 Disconnection of Service (Continued)

3.15.2 Teligent will have up to 30 days to complete disconnect. Customer will be responsible for all charges for 30 days or until disconnect is effected, whichever is sooner. This 30 day period will begin upon receipt of the written notification from the Customer. However, in the event that Customer continues to utilize Teligent's services beyond the date upon which the services are to be disconnected, the Customer will be liable for the usage charges incurred.

3.15.3 For non-usage sensitive charges Customers will be liable for the entire monthly recurring charge during the month Customer's service terminates.

3.15.4 If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

3.15.5 If the Customer is not satisfied with Teligent's services during the first 3 months of service, Teligent will pay the installation and activation fees to reconnect the customer's prior services back to its prior service provider.

3.16 Title to Facilities

Title to all facilities provided by Teligent in accordance with this Tariff remains with Teligent.

3.17 Rounding -

All charges are rounded on a per call basis using the UP341 rounding rule. That is, when the third decimal place is greater than four the second decimal will be increased by one. For example, assuming Initial Minimum/Additional Billing Increments (in seconds) of 6/6:

Rate \$0.035/minute
Duration 1 minute 6 second (or 1.1 minutes)

$$\begin{array}{r} \$ 0.0350 \\ \times \quad 1.1 \\ \hline \$ 0.0385, \text{ rounded UP to } \$0.04 \end{array}$$

Rate \$0.035/minute
Duration 1 minute 12 second (or 1.2 minutes)

$$\begin{array}{r} \$ 0.0350 \\ \times \quad 1.2 \\ \hline \$ 0.0420, \text{ rounded DOWN to } \$0.04 \end{array}$$

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Vienna, VA 22182

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

4.0 DESCRIPTION OF SERVICES OFFERED

- 4.1 Outbound Service - Outbound long distance service consists of direct dialed (1+) long distance voice traffic for switched and dedicated access Customers.

- 4.1.1 Usage is flat-rated and minimum-billing increments varies by access type.

- 4.1.1.A. Minimum Billing Increments - Initial Minimum/Additional Increment (in seconds)

Switched Service - Without Teligent Local Service	18/6
Switched Service - With Teligent Local Service	18/6
Switched Service - With Teligent Local T-1 Digital Trunk Service	6/6
Switched Service - With SmartWave PRI Service	6/6
Dedicated Service	6/6

- 4.1.1.B. Minimum Per Call Charge - All calls are subject to a minimum per call charge of \$0.010.

- 4.1.2 Charges for switched access customers will vary depending on whether the Customer takes local exchange service from Teligent pursuant to any applicable tariffs.

- 4.1.2.A. Customer must take Teligent's local service pursuant to any applicable tariffs in order for the Customer to qualify for the "Switched Service - With Teligent Local Service" rates. Customer will be entitled to the "Switched Service - With Teligent Local Service" rates only upon the completion of the installation of Local Service. Until installation of Local Service is complete, the Customer will be billed the "Switched Service - Without Teligent Local Service" rates.

- 4.1.2.B. Customer must take Teligent's Local T-1 Digital Trunk Service pursuant to any applicable tariffs and long distance traffic must be routed over the T-1 in order for the Customer to qualify for the "Switched Service - With Teligent Local T-1 Service" rates. Customer will be entitled to the "Switched Service - With Teligent Local T-1 Service" rates only upon the completion of the installation of Local T-1 Digital Trunk Service. Until installation of Local T-1 Digital Trunk Service is complete, the Customer will be billed the rates applicable to the level of service it is then receiving. For example, if the Customer is receiving Teligent Local Service it would be entitled to the "Switched Service - With Teligent Local Service" rates until installation of the Local T-1 Digital Trunk Service is complete. If the Customer was not previously taking any Teligent local service it would be entitled to the "Switched Service - Without Teligent Local Service" rates until installation of the Local T-1 Digital Trunk Service is complete.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

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Switched Service - With Teligent Local T-1 Digital Trunk Service	6/6
Switched Service - With SmartWave PRI Service	6/6
Dedicated Service	6/6

- 4.1.1.B. Minimum Per Call Charge - All calls are subject to a minimum per call charge of \$0.010.

- 4.1.1.C. Minimum Monthly Line Charge ("MMLC") - All presubscribed lines shall be subject to a per line MMLC. If the Customer's actual usage charges are less than the MMLC for a billing month, the Customer shall be billed the MMLC instead of the actual usage charges. With the exception of the National Access Fee, non-usage charges, such as taxes, interest, surcharges, access facilities charges and other charges associated with access, fixed monthly recurring charges, installation charges and other non-recurring charges shall not constitute usage charges. The National Access Fee, if any, assessed per line shall constitute usage charges for determining whether the Customer's actual usage charges are less than the MMLC.

1. The Customer's actual usage charges will be averaged across all presubscribed lines at a single Customer Service Location to determine whether the Customer meets the MMLC. A Customer Service Location is defined as each physical location or address where a customer does business and Teligent has installed transmission equipment and/or provides service.
2. The MMLC shall be recalculated each billing cycle.
3. The MMLC shall be subject to a 60 day Ramp-Up Period for new service and a 30 day Ramp-Up Period for additional service. The MMLC will not apply during the Ramp-Up Periods.
4. The MMLC will be waived for any Customer taking any Teligent service other than Switched Service - Without Teligent Local Exchange Services.

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SECRETARY OF THE COMMISSION

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

4.1.2 Charges for switched access customers will vary depending on whether the Customer takes local exchange service from Teligent pursuant to any applicable tariffs.

4.1.2.A. Customer must take Teligent's local service pursuant to any applicable tariffs in order for the Customer to qualify for the "Switched Service - With Teligent Local Service" rates. Customer will be entitled to the "Switched Service - With Teligent Local Service" rates only upon the completion of the installation of Local Service. Until installation of Local Service is complete, the Customer will be billed the "Switched Service - Without Teligent Local Service" rates.

4.1.2.B. Customer must take Teligent's Local T-1 Digital Trunk Service pursuant to any applicable tariffs and long distance traffic must be routed over the T-1 in order for the Customer to qualify for the "Switched Service - With Teligent Local T-1 Service" rates. Customer will be entitled to the "Switched Service - With Teligent Local T-1 Service" rates only upon the completion of the installation of Local T-1 Digital Trunk Service. Until installation of Local T-1 Digital Trunk Service is complete, the Customer will be billed the rates applicable to the level of service it is then receiving. For example, if the Customer is receiving Teligent Local Service it would be entitled to the "Switched Service - With Teligent Local Service" rates until installation of the Local T-1 Digital Trunk Service is complete. If the Customer was not previously taking any Teligent local service it would be entitled to the "Switched Service - Without Teligent Local Service" rates until installation of the Local T-1 Digital Trunk Service is complete.

(M) = Material relocated from Original Page 24.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

4.2 Toll-Free Service - Like Outbound Service, Toll-Free Services will consist of long distance traffic for switched and dedicated access Customers.

4.2.1 Usage is flat-rated and minimum-billing increments varies by access type

4.2.1.A. Minimum Billing Increments - Initial Minimum/Additional Increment (in seconds)

Switched Service - Without Teligent Local Service	18/6
Switched Service - With Teligent Local Service	18/6
Switched Service - With Teligent Local T-1 Digital Trunk	6/6
Switched Service - With SmartWave PRI service	6/6
Dedicated Service	6/6

4.2.1.B. Minimum Per Call Charge - All calls are subject to a minimum per call charge of \$0.010.

4.2.2 Charges for switched access customers will vary depending on whether the Customer takes local exchange service from Teligent pursuant to any applicable tariffs.

4.2.2.A. Customer must take Teligent's local service pursuant to any applicable tariffs in order for the Customer to qualify for the "Switched Service - With Teligent Local Service" rates. Customer will be entitled to the "Switched Service - With Teligent Local Service" rates only upon the completion of the installation of Local Service. Until installation of Local Service is complete, the Customer will be billed the "Switched Service - Without Teligent Local Service" rates.

4.2.2.B. Customer must take Teligent's Local T-1 Digital Trunk Service pursuant to any applicable tariffs and long distance traffic must be routed over the T-1 in order for the Customer to qualify for the "Switched Service - With Teligent Local T-1 Service" rates. Customer will be entitled to the "Switched Service - With Teligent Local T-1 Service" rates only upon the completion of the installation of Local T-1 Digital Trunk Service. Until installation of Local T-1 Digital Trunk Service is complete, the Customer will be billed the rates applicable to the level of service it is then receiving. For example, if the Customer is receiving Teligent Local Service it would be entitled to the "Switched Service - With Teligent Local Service" rates until installation of the Local T-1 Digital Trunk Service is complete. If the Customer was not previously taking any Teligent local service it would be entitled to the "Switched Service - Without Teligent Local Service" rates until installation of the Local T-1 Digital Trunk Service is complete.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

4.2.2.C. Customer must take Teligent's SmartWave PRI service pursuant to any applicable tariffs in order for the Customer to qualify for the "Switched Service – With SmartWave PRI Service" rates. Customer will be entitled to the "Switched Service – With SmartWave PRI Service" rates only upon the completion of the installation of the SmartWave PRI Service. Until installation of Local Service is complete, the Customer will be billed the rates applicable to the level of service it is then receiving. For example, if the Customer is receiving Teligent Local T-1 Digital Trunk Service it would be entitled to the "Switched Service – With Teligent Local T-1 Digital Trunk Service" rates until installation of the SmartWave PRI Service is complete. If the Customer is receiving Teligent Local Service it would be entitled to the "Switched Service – With Teligent Local Service" rates until installation of the SmartWave PRI Service. If the Customer was not previously taking any Teligent local service it would be entitled to the "Switched Service – Without Teligent Local Service" rates until installation of the SmartWave PRI Service is complete.

4.2.3 Features

4.2.3.A. Blocking Options – The following blocking options are available with either switched or dedicated access.

State/NPA/NXX Blocking: Allows the customer to block calls from one or more specific originating areas at the domestic NPA, state or NXX level. Blockage from multiple originating areas is available at no additional charge. A set-up charge will apply when the customer changes the group of originating areas to be blocked.

Payphone Blocking: Allows the customer to block calls that Teligent can identify as originating from a payphone.

4.2.3.B. Routing Options – The following routing options are available with either switched or dedicated access. The following combinations of Routing and Blocking Options are not compatible.

	Area Code	Percent Call	Time of Day	Day of Week
Area Code		Not Compatible	Not Compatible	Not Compatible
Percent Call	Not Compatible		Not Compatible	Not Compatible
Time of Day	Not Compatible	Not Compatible		
Day of Week	Not Compatible	Not Compatible		

Day of Week Routing: Allows the customer to arrange for calls to a single Toll-Free Service telephone number to be routed to different locations based on the particular day of the week. The customer can establish a different routing arrangement for each day of the week, with a maximum of seven-day types, which can consist of one day or a set of days. The customer must have at least two locations for this routing feature to be applicable.

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Time of Day Routing: Allows the customer to arrange for calls to a single Toll-Free Service telephone number to be routed to different locations based on the time of day. The customer can establish a different routing arrangement for up to 48 time slots in a 24-hour day period. The time slots must be defined in five-minute increments or multiples thereof. The customer must have at least two different locations for this routing feature to be applicable.

Area Code Routing: Allows the customer to define two or more originating routing groups and to arrange that calls to a single Toll-Free Service telephone number placed from different routing groups will terminate at different locations. A routing group can consist of any combination of domestic NPAs or states. The combination of all routing groups defined by the customer must include the points where Teligent originates Toll-Free calls, excluding any areas blocked by State/NPA/NXX Blocking. The service group to which calls from a particular originating routing group are to terminate need not be located in that originating routing group. The customer must have at least two locations for this routing feature to be applicable.

Percent Call Routing: Allows the customer to route calls for each originating routing group, per Toll-Free Service number to two or more answering locations based upon a customer-designated percentage distribution. The customer must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The customer must have at least two different locations for this routing feature to be applicable. The customer can define up to 99 allocation percentages per time slot.

4.2.3.C. **Toll-Free ANI/DNIS Delivery:** This feature permits a customer with multiple Toll-Free Service telephone numbers terminating in the same location to identify the working number of the calling party and the specific Toll-Free Service telephone number that was dialed by the calling party. Dialed Number Identification Service ("DNIS") is only available with dedicated access. A customer can request up to 1500 DNIS designations per trunk group. Charges apply per terminating location.

4.2.3.D. **Directory Listing -** Teligent will provide a Toll-Free Service telephone number listing that will entitle the Customer to a listing in AT&T's 411/Directory Assistance database. The listing will consist of a straight-line listing consisting of the Customer's name and Toll-Free Service telephone number. The liability of Teligent for damages arising out of mistakes, omissions, or errors in directory listings for which a specific charge is made and not caused by the gross negligence or willful misconduct of Teligent shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, or error occurs. In the case of directory listings for which no specific charge applies, Teligent is not liable for damages arising out of mistakes, omissions, or errors not caused by the gross negligence or willful misconduct of Teligent.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

4.3 Calling Card Service

Calling Card Service that allows subscribers to use Teligent service by dialing remotely into a calling card platform, which is accessed via a toll-free number.

4.3.1 Usage is flat-rated with an initial minimum/additional increment (in seconds) of 30/6.

4.3.1.A. Minimum Per Call Charge – All calls are subject to a minimum per call charge of \$0.010.

4.3.2 Surcharges

4.3.2.A. Per Call Surcharge - Calling card calls carry a per call surcharge in addition to the usage charge and Payphone Pass-through.

4.3.2.B. Payphone Pass-through – Teligent assesses a surcharge for each calling card call originated within the United States. The payphone pass-through is assessed in addition the usage charge.

4.3.3 Features

4.3.3.A. Speed Dialing – Subscribers may store and activate up to 9 single-digit speed dial numbers for their most frequently dialed domestic and international calls.

4.3.3.B. Accounting Codes - Accounting Codes will be offered as a feature of calling card service. Accounting codes will be available in a Non-Verified configuration. Accounting codes are cost tracking codes that are dialed after a Customer has dialed the calling card number and pin. The code appears on the call detail of the invoice, allowing the Customer to track costs by account code. The Customer may designate a specific account code for each employee, for a Commission, for an external Customer, etc. Non-Verified account codes allow Customers to activate all account codes within a given range. When a Customer dials a call using Non-Verified account codes, they are prompted to dial a code. The Customer must then dial a code within the range allocated to the Customer. If the Customer has selected 4-digit account codes, then any 4 digits between 1001 and 9999 will be accepted. Account codes are 2-8 digits.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

4.4. Term Agreements

4.4.1. Teligent's services are available in the contract terms included in Section 5.

4.4.2. Minimum Monthly Commitment ("MMC") - Teligent's services are available with the MMCs included in Section 5. The MMC is selected by the Customer. The Customer's eligible charges are totaled each billing month to determine whether the Customer met its MMC. Eligible charges consist of monthly recurring and usage charges for Teligent's local and long distance services. Unless otherwise indicated, MMCs are calculated on a per service location basis. Where indicated, MMCs may be calculated on a customer basis and all of the customer's eligible charges from all locations will be applied towards the MMC.

4.4.2.A. Shortfall Penalty - If the Customer fails to meet its MMC for a billing month, the Customer will be billed a shortfall penalty equal to the difference between the MMC and the total of all actual eligible charges for the billing month.

4.4.2.B. Ramp-Up Period - All of Teligent's term agreements are subject to a 2 month ramp-up period during which the MMC will not apply. That is, the Customer is not required to meet its MMC until the third full billing month.

4.4.3. Minimum Annual Commitment ("MAC") - Teligent's services are available with the MACs included in Section 5. The MAC is selected by the Customer. The Customer's eligible chargers are totaled for the annual period to determine whether the Customer met its MAC. Eligible charges include monthly recurring and usage charges for Teligent's local and long distance services. Unless otherwise indicated, MACs are calculated on a per service location basis. Where indicated, MACs may be calculated on a customer basis and all of the customer's eligible charges from all locations will be applied towards the MAC. A customer may have both a MMC and a MAC that applies during a billing month. MMC shortfalls shall be included in the MAC eligible charges. An annual period is defined as (1) the first 12 billing months of a Customer's term agreement beginning with the first full billing month and (2) each 12 month period after the close of the prior annual period. The MAC will be pro rated for the length of any partial annual period resulting from the cancellation of service during an automatic renewal period.

4.4.3.A. Shortfall Penalty - If the Customer fails to meet its MAC for an annual period, the Customer will be billed a shortfall penalty equal to the difference between the MAC and the total of all actual eligible charges for the annual period.

4.4.4. Automatic Renewal - Unless, at least 30 days prior to the expiration of the term agreement, the Customer notifies Teligent in writing that the Customer wishes to terminate the term agreement, the Customer will be converted to month-to-month service at the same conditions and rates of the expired term agreement, except any MMC Ramp-Up Period included in the original term agreement will not apply. The Customer may not receive from Teligent any notice of the upcoming expiration of the term agreement and no notice from Teligent is necessary for the automatic conversion to month-to-month service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

4.4.5.

TERMINATION CHARGE - IF A CUSTOMER CANCELS SERVICE OR IF THE CUSTOMER'S SERVICE IS TERMINATED FOR CAUSE, INCLUDING NONPAYMENT OF CHARGES, BEFORE THE EXPIRATION OF ANY TERM AGREEMENT, THE CUSTOMER SHALL PAY (1) A TERMINATION CHARGE EQUAL TO THE MMC FOR EACH WHOLE MONTH REMAINING IN THE TERM OF THE AGREEMENT AND (2) ANY SHORTFALL CHARGE ASSOCIATED WITH ANY PARTIAL BILLING MONTH(S). IF THE CUSTOMER'S TERM AGREEMENT DOES NOT CONTAIN A MMC THEN THE TERMINATION CHARGE SHALL BE EQUAL TO: (1) THE NUMBER OF WHOLE BILLING MONTHS REMAINING IN THE TERM OF THE AGREEMENT TIMES THE AVERAGE OF THE PAST THREE (3) MOST RECENT MONTH USAGE CHARGES AND (2) THE SUM OF ALL THE MONTHLY RECURRING CHARGES (MRC). THE TERMINATION CHARGE AND ANY SHORTFALL CHARGE SHALL BE BILLED TO THE CUSTOMER ON THE NEXT CUSTOMER INVOICE FOLLOWING NOTICE OF TERMINATION. A CUSTOMER MAY CANCEL THEIR TERM AGREEMENT WITHOUT INCURRING THE TERMINATION CHARGE IF THE CUSTOMER ENTERS INTO A NEW TERM AGREEMENT WITH (1) A COMMITMENT LEVEL EQUAL TO OR GREATER THAN THEIR CURRENT TERM AGREEMENT AND/OR (2) A TERM COMMITMENT LONGER THAN THE REMAINING TERM OF THE CURRENT TERM AGREEMENT.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

5.0 RATES5.1 Outbound Service

5.1.1 Usage Rates (Per Minute)

5.1.1.A Switched - Without Teligent Local Service

Monthly Minimum	M-T-M	1-Year
\$0	\$0.090	\$0.079
\$500	N/A	\$0.079
\$1,000	N/A	\$0.079
\$1,500	N/A	\$0.079
\$3,000	N/A	\$0.079
\$5,000	N/A	\$0.079
\$7,500	N/A	\$0.079
\$10,000	N/A	\$0.079
\$25,000	N/A	\$0.079
\$50,000	N/A	\$0.079

5.1.1.B Switched - With Teligent Local Analog Service

Monthly Minimum	M-T-M	1-Year
\$0	\$0.055	\$0.055
\$500	N/A	\$0.055
\$1,000	N/A	\$0.055
\$1,500	N/A	\$0.055
\$3,000	N/A	\$0.055
\$5,000	N/A	\$0.055
\$7,500	N/A	\$0.055
\$10,000	N/A	\$0.055
\$25,000	N/A	\$0.055
\$50,000	N/A	\$0.055

5.1.1.C. Switched Service – With Teligent Local T-1 Digital Trunk

Monthly Minimum	M-T-M	1-Year
\$0	\$0.055	\$0.055
\$500	N/A	\$0.055
\$1,000	N/A	\$0.055
\$1,500	N/A	\$0.055
\$3,000	N/A	\$0.053
\$5,000	N/A	\$0.050
\$7,500	N/A	\$0.045
\$10,000	N/A	\$0.042
\$25,000	N/A	\$0.040
\$50,000	N/A	\$0.040

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

5.0 RATES5.1 Outbound Service5.1.1 Usage Rates (Per Minute).5.1.1.A Switched - Without Teligent Local Service.

A \$20.00 minimum Monthly Line Charge (MMLC) will apply to each presubscribed line.

Monthly Minimum	M-T-M	1-Year+
\$0	\$0.095	\$0.094
\$500	N/A	\$0.093
\$1,000	N/A	\$0.092
\$1,500	N/A	\$0.091
\$2,000	N/A	\$0.090
\$2,500	N/A	\$0.089
\$3,000	N/A	\$0.088
\$5,000	N/A	\$0.087
\$7,500	N/A	\$0.086
\$10,000	N/A	\$0.085
\$15,000	N/A	\$0.085
\$20,000	N/A	\$0.085
\$25,000	N/A	\$0.085
\$50,000	N/A	\$0.085
\$75,000	N/A	\$0.085
\$100,000	N/A	\$0.085

5.1.1.B Switched - With Teligent Local Analog Service.

Monthly Minimum	M-T-M	1-Year+
\$0	\$0.071	\$0.070
\$500	N/A	\$0.069
\$1,000	N/A	\$0.068
\$1,500	N/A	\$0.067
\$2,000	N/A	\$0.066
\$2,500	N/A	\$0.065
\$3,000	N/A	\$0.064
\$5,000	N/A	\$0.063
\$7,500	N/A	\$0.062
\$10,000	N/A	\$0.061
\$15,000	N/A	\$0.060
\$20,000	N/A	\$0.059
\$25,000	N/A	\$0.058
\$50,000	N/A	\$0.057
\$75,000	N/A	\$0.056
\$100,000	N/A	\$0.055

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

5.1.1.C Switched – With Teligent Local T-1 Digital Trunk.

Monthly Minimum	M-T-M	1-Year+
\$0	\$0.071	\$0.070
\$500	N/A	\$0.069
\$1,000	N/A	\$0.068
\$1,500	N/A	\$0.067
\$2,000	N/A	\$0.066
\$2,500	N/A	\$0.065
\$3,000	N/A	\$0.064
\$5,000	N/A	\$0.063
\$7,500	N/A	\$0.062
\$10,000	N/A	\$0.061
\$15,000	N/A	\$0.060
\$20,000	N/A	\$0.059
\$25,000	N/A	\$0.058
\$50,000	N/A	\$0.057
\$75,000	N/A	\$0.056
\$100,000	N/A	\$0.055

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5.1.1.D Switched – With Teligent SmartWave PRI Service.

Monthly Minimum	M-T-M	1-Year+
\$0	\$0.071	\$0.070
\$500	N/A	\$0.069
\$1,000	N/A	\$0.068
\$1,500	N/A	\$0.067
\$2,000	N/A	\$0.066
\$2,500	N/A	\$0.065
\$3,000	N/A	\$0.064
\$5,000	N/A	\$0.063
\$7,500	N/A	\$0.062
\$10,000	N/A	\$0.061
\$15,000	N/A	\$0.060
\$20,000	N/A	\$0.059
\$25,000	N/A	\$0.058
\$50,000	N/A	\$0.057
\$75,000	N/A	\$0.056
\$100,000	N/A	\$0.055

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

5.1.1.E. Dedicated Service.

Monthly Minimum	1-Year+
\$1,500	\$0.067
\$2,000	\$0.066
\$2,500	\$0.065
\$3,000	\$0.064
\$5,000	\$0.063
\$7,500	\$0.062
\$10,000	\$0.061
\$15,000	\$0.060
\$20,000	\$0.059
\$25,000	\$0.058
\$50,000	\$0.057
\$75,000	\$0.056
\$100,000	\$0.055

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5.1.2 Features

5.1.2.A. Monthly Recurring Charges

	M-T-M	1-Year+
Non-Verified Account Codes	\$10.00	No Charge
Verified Account Codes	\$10.00	\$10.00

5.1.2.B. Per Use Surcharges

Directory Assistance	\$0.50
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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

[NOTE: SECTION 5.1.3 LISTS RATES THAT WERE PREVIOUSLY CONTAINED IN SECTION 5.1.1]

5.1.3 Grandfathered Usage Rates (Per Minute) available to Customers that have initiated or completed a term agreement before April 14, 2001.

Monthly Minimum	Switched - Without Teligent Local Service	Switched - With Teligent Local Analog Service	Switched - With Teligent Local T-1 Digital Trunk	Switched - With Teligent SmartWave PRI Service	Dedicated Service
\$0	\$0.079	\$0.055	\$0.055	\$0.055	n/a
\$500	\$0.079	\$0.055	\$0.055	\$0.055	n/a
\$1,000	\$0.079	\$0.055	\$0.055	\$0.055	n/a
\$1,500	\$0.079	\$0.055	\$0.055	\$0.055	\$0.055
\$3,000	\$0.079	\$0.055	\$0.053	\$0.053	\$0.053
\$5,000	\$0.079	\$0.055	\$0.050	\$0.050	\$0.050
\$7,500	\$0.079	\$0.055	\$0.045	\$0.045	\$0.045
\$10,000	\$0.079	\$0.055	\$0.042	\$0.042	\$0.042
\$25,000	\$0.079	\$0.055	\$0.040	\$0.040	\$0.042
\$50,000	\$0.079	\$0.055	\$0.040	\$0.040	\$0.040

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APR 14 2001

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)BY: Stephan D. Bue
SECRETARY OF THE COMMISSION

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V.P., Regulatory Affairs and Public Policy
Teligent Services, Inc.
8065 Leesburg Pike, Suite 400
Vienna, VA 22182

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

5.2 Toll-Free Service5.2.1 Usage Rates (Per Minute).5.2.1.A Switched - Without Teligent Local Service.

A \$20.00 minimum Monthly Line Charge (MMLC) will apply to each presubscribed line

Monthly Minimum	M-T-M	1-Year+
\$0	\$0.095	\$0.094
\$500	N/A	\$0.093
\$1,000	N/A	\$0.092
\$1,500	N/A	\$0.091
\$2,000	N/A	\$0.090
\$2,500	N/A	\$0.089
\$3,000	N/A	\$0.088
\$5,000	N/A	\$0.087
\$7,500	N/A	\$0.086
\$10,000	N/A	\$0.085
\$15,000	N/A	\$0.085
\$20,000	N/A	\$0.085
\$25,000	N/A	\$0.085
\$50,000	N/A	\$0.085
\$75,000	N/A	\$0.085
\$100,000	N/A	\$0.085

5.2.1.B Switched - With Teligent Local Analog Service.

Month-to-Month: \$0.071

1-Year+ Term: \$0.070

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Month-to-Month: \$0.071

1-Year+ Term: \$0.070

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Month-to-Month: \$0.071

1-Year+ Term: \$0.070

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5.2.1.E. Dedicated Service.

Monthly Minimum	1-Year+
\$1,500	\$0.067
\$2,000	\$0.066
\$2,500	\$0.065
\$3,000	\$0.064
\$5,000	\$0.063
\$7,500	\$0.062
\$10,000	\$0.061
\$15,000	\$0.060
\$20,000	\$0.059
\$25,000	\$0.058
\$50,000	\$0.057
\$75,000	\$0.056
\$100,000	\$0.055

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[NOTE: SECTION 5.2.3 LISTS RATES THAT WERE PREVIOUSLY CONTAINED IN SECTION 5.2.1]

(N)
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(N)5.2.3 Grandfathered Usage Rates (Per Minute) available to Customers that have initiated or completed a term agreement before April 14, 2001.

Monthly Minimum	Switched - Without Teligent Local Service	Switched - With Teligent Local Analog Service	Switched - With Teligent Local T-1 Digital Trunk	Switched - With Teligent SmartWave PRI Service	Dedicated Service
\$0	\$0.079	\$0.055	\$0.055	\$0.055	n/a
\$500	\$0.079	\$0.055	\$0.055	\$0.055	n/a
\$1,000	\$0.079	\$0.055	\$0.055	\$0.055	n/a
\$1,500	\$0.079	\$0.055	\$0.055	\$0.055	\$0.055
\$3,000	\$0.079	\$0.055	\$0.055	\$0.055	\$0.053
\$5,000	\$0.079	\$0.055	\$0.055	\$0.055	\$0.050
\$7,500	\$0.079	\$0.055	\$0.055	\$0.055	\$0.045
\$10,000	\$0.079	\$0.055	\$0.055	\$0.055	\$0.042
\$25,000	\$0.079	\$0.055	\$0.055	\$0.055	\$0.040
\$50,000	\$0.079	\$0.055	\$0.055	\$0.055	\$0.040

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SECRETARY OF THE COMMISSION

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

5.2.3. Features

5.2.3.A. Monthly Recurring Charges Non-Recurring Charges

State/NPA/NXX Blocking Set-up Charge	\$35.00
Payphone Blocking Set-up Charge	\$35.00

5.2.3.B. Monthly Recurring Charges

Toll-Free Numbers (first ten per account are at no charge)	\$ 1.00
Toll-Free Directory Listing	\$15.00
Day of Week Routing	\$30.00
Time of Day Routing	\$30.00
Area Code Routing	\$30.00
Percent Call Routing	\$30.00
Dedicated Toll-Free ANI/DNIS Delivery	\$75.00

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

6.0 PROMOTIONAL OFFERINGS AND DISCOUNTS6.1 Overview

From time-to-time, Teligent will provide promotional offerings to its Customers. Such offerings will be limited to certain dates, times and locations. The specified terms and conditions of each promotional offering will be described herein. Discounts may be combined unless otherwise noted.

6.2 Teligent Site Sign-Up Credit

Offering – Teligent's provision of service through its own facilities requires the use of microwave transmit/receive equipment that must be located on the rooftop of the Customer's premises. Teligent's microwave equipment cannot be installed on the rooftop without the consent of the building owner(s) and/or property manager(s). As an incentive to the Customer for its assistance in obtaining necessary access to install Teligent's facilities, including rooftop space for Teligent's equipment, Teligent will issue Customer a Site Sign-up Credit.

Amount of Incentive - All Customers are eligible for a \$1000 Credit. The amount of the credit can be increased to one of the following levels when it is determined by Teligent that the customer meets at least one of the factors associated with each credit amount.

\$2,500 Credit

1. If the total building square footage is less than 1,500,000 square feet
2. If the number of potential tenants in the building is less than 5.
3. If the number of lines in the building is less than 25.

\$5,000 Credit

1. If the total building square footage is equal to or greater than 1,500,000 square feet, but less than 2,000,000 square feet
2. If the number of potential tenants in the building is equal to or greater than 5, but less than 50.
3. If the number of lines in the building is equal to or greater than 25, but less than 250.

\$10,000 Credit

1. If the total building square footage is equal to or greater than 2,000,000 square feet
2. If the number of potential tenants in the building is equal to or greater than 50.
3. If the number of lines in the building is equal to or greater than 250

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

Conditions - In order to receive the Site Sign-up Credit the following conditions must be met:

1. Customer must be the building owner or property manager of the building where Teligent's equipment is located.
2. Customer must be located in the building where Teligent's equipment is located.
3. Customer must cooperate with Teligent in acquiring the necessary access.
4. In order to receive the \$2500, \$5000 or \$10,000 Site Sign-up Credit, Teligent must enter into at least a three (3) year lease with the building owner and/or property manager for the necessary for access.
5. Teligent's equipment must be installed and properly functioning.

Restrictions

1. Only one Site Sign-up Credit will be issued per building.
2. The Site Sign-up Credit shall not be transferred to another customer, divided or otherwise allocated between multiple customers.
3. A Customer is entitled to only one Site Sign-up Credit for all services it receives. That is, a Customer that receives the Site Sign-up Credit under this tariff cannot also get a Site Sign-up Credit for non-tariffed services (internet) and/or services provided under another state or federal tariff.
4. The Site Sign-up Credit will be in the form of a one time credit, applied to the Customer's first bill. Any unused credit can be carried forward indefinitely until used. If the Customer discontinues taking Teligent's services before the credit is completely applied, however, the remaining credit is forfeited and will not be refunded to the Customer.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

6.3. Teligent Site Coupon Promotion.6.3.1. Offering.

For the period March 27, 2001 through and including June 30, 2001, for each calendar month in which service is activated to a new customer by Teligent at the Customer's premises, a Customer subscribing to Teligent's intrastate (Kentucky) Interexchange Service ("Kentucky Interexchange Service") but not to Teligent's local exchange service at that time will be given within 60 days a \$50 coupon that may be used in whole or in part toward Customer's bill for Kentucky Interexchange Service. A Customer that subscribes to both Teligent's Kentucky Interexchange Service and local exchange service (and is therefore ineligible to earn coupons through this subsection) may use unused value of coupons earned as a result of subscription to Teligent's local exchange service for credit toward Customer's Kentucky Interexchange Service charges.

6.3.2. Value of Coupon.

6.3.2.1. Coupon may be exercised to receive \$50 credit toward Customer's bill for Kentucky Interexchange Service.

6.3.2.2. To the extent that coupon value exceeds Customer's Kentucky Interexchange Service charges for the month's bill to which the coupon is applied, the remainder of the coupon value will be applied to other Teligent services appearing on Customer's bill, as permitted and described in the any appropriate tariffs for such service. To the extent that coupon value remains after this, the remainder will be carried forward for application to the next month's bill.

6.3.2.3. A Customer that subscribes to both Teligent's Kentucky Interexchange Service and local exchange service (and is therefore ineligible to earn coupons through this subsection) may use unused value of coupons earned as a result of subscription to Teligent's local exchange service for credit toward Customer's Kentucky Interexchange Service charges. Teligent will apply this unused coupon value automatically.

6.3.3. Conditions.

6.3.3.1. Customer must be receiving Kentucky Interexchange Service from Teligent at the time of the new customer order.

6.3.3.2. Teligent-owned equipment used to serve multiple customers must already be located at customer's premises for Customer to be eligible. Information regarding whether such equipment is located on a specific premise may be obtained by contacting the Teligent Business office.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICE

6.3.4. Restrictions.

6.3.4.1. Customer may earn a maximum of one coupon per calendar month.

6.3.4.2. Coupons are not transferable.

6.3.4.3. Coupons expire June 30, 2002.

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